

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

MVK FARMCO LLC, *et al.*,¹

Debtors.

)
) Chapter 11

)
) Case No. 23-11721 (LSS)

)
) (Jointly Administered)

)
) **Re: Docket No. 32, 253**

**NOTICE TO CONTRACT PARTIES TO POTENTIALLY
ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU
OR ONE OF YOUR AFFILIATES IS A COUNTERPARTY TO
AN EXECUTORY CONTRACT OR UNEXPIRED LEASE WITH ONE OR
MORE OF THE DEBTORS AS SET FORTH ON EXHIBIT A ATTACHED HERETO.**

PLEASE TAKE NOTICE that on November 17, 2023, the United States Bankruptcy Court for the District of Delaware (the “Court”) entered the *Order (I) Approving Bidding Procedures in Connection with the Sale of Substantially All of the Debtors’ Assets, (II) Approving the Form and Manner of Notice Thereof, (III) Scheduling an Auction and Sale Hearing, (IV) Approving Procedures for the Assumption and Assignment of Contracts, and (V) Granting Related Relief* [Docket No. 253] (the “Bidding Procedures Order”),² authorizing the Debtors³ to conduct an auction (the “Auction”) to select the party to purchase the Assets. The Auction will be governed by the bidding procedures approved pursuant to the Bidding Procedures Order (attached to the Bidding Procedures Order as Exhibit 1, the “Bidding Procedures”).

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bidding Procedures and the terms of any Successful Bid, the Debtors may assume and assign to the Successful Bidder the contract, lease, or agreement listed on Exhibit A (each, an “Assigned Contract”) to which you are a counterparty, upon approval and consummation of the Sale Transaction. The Debtors have conducted a review of their books and records and have determined that the cure amount for

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: MVK FarmCo LLC (5947); MVK Intermediate Holdings LLC (6016); Gerawan Farming LLC (1975); Gerawan Supply, Inc. (6866); Gerawan Farming Partners LLC (0072); Gerawan Farming Services LLC (7361); Wawona Farm Co. LLC (1628); Wawona Packing Co. LLC (7637); and GFP LLC (9201). The location of the Debtors’ service address is: 7700 N. Palm Ave., Suite 206, Fresno, CA 93711.

² All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Bidding Procedures Order or the Bidding Procedures Motion, as applicable.

³ This relief granted in the Bidding Procedures Order is solely limited to the Debtors.

unpaid monetary obligations under such Assigned Contracts is as set forth on **Exhibit A** attached hereto (the “Cure Amounts”).

PLEASE TAKE FURTHER NOTICE that if you disagree with the proposed Cure Amounts or object to a proposed assignment to a Successful Bidder of any Assigned Contract any Assigned Contract, your objection must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Rules, and any order governing the administration of these chapter 11 cases; (iii) state with specificity the nature of the objection and, if the objection pertains to the proposed Cure Amounts, state the correct cure amount alleged to be owed to the objecting Contract Counterparty, together with any applicable and appropriate documentation in support thereof; and (iv) be filed with the Court and served and **actually received no later than December 1, 2023, at 4:00 p.m. (prevailing Eastern Time) (the “Assumption and Assignment Objection Deadline”)** by the Court and the following parties: (i) the Debtors, 7700 N. Palm Ave., Suite 206, Fresno, CA 93711; (ii) counsel to the Debtors, (a) Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois 60654, Attn: Ryan Blaine Bennett P.C. (ryan.bennett@kirkland.com), Whitney C. Fogelberg (whitney.fogelberg@kirkland.com), Rob Jacobson (rob.jacobson@kirkland.com), and Dave Gremling (dave.gremling@kirkland.com) and (b) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Delaware, Wilmington, Delaware 19801, Attn: Joseph M. Barry (jbarry@ycst.com), Kenneth J. Enos (kenos@ycst.com), and Andrew A. Mark (amark@ycst.com); (iii) counsel to the Committee, (a) Lowenstein Sandler LLP, One Lowenstein Drive, Roseland, NJ 07068 Attn: Jeffrey D. Prol (jprol@lowenstein.com), Bruce S. Nathan (bnathan@lowenstein.com), Andrew D. Behlmann (abehlmann@lowenstein.com), and Colleen M. Restel (crestel@lowenstein.com), and (b) Gellert Scali Busenkell & Brown, LLC, 1201 N. Orange Street, Suite 300, Wilmington, DE 19801, Attn: Michael Busenkell (mbusenkel@gsbblaw.com); (iv) the Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801 Attn: Rosa Sierra-Fox (rosa.sierra-fox@usdoj.gov); and (v) any other party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the “Notice Parties”).

PLEASE TAKE FURTHER NOTICE that no later than **December 5, 2023 at 4:00 p.m. (prevailing Eastern Time)**, or as soon as reasonably practicable after the close of the Auction, the Debtors shall (a) file the Successful Bidder Notice with the Court (which notice shall identify the Successful Bidder, the amount of the Successful Bid, the Back-Up Bid, and the amount of the Back-Up Bid(s), and include the final form(s) of the Sale Order(s)), and (b) cause the Successful Bidder Notice to be published on the Debtors’ restructuring website, <https://cases.stretto.com/primawawona>. Further, the Debtors shall serve, by overnight mail, the Successful Bidder Notice and Sale Order(s), along with any adequate assurance materials, upon affected Contract Counterparties within six (6) hours following the conclusion of the Auction, or as soon as reasonably practicable thereafter.

PLEASE TAKE FURTHER NOTICE that if you object to the conduct of the Auction, the particular terms of any proposed Sale Transaction in a Successful Bid, the identity of the Successful Bidder(s) or Backup Bidder(s), or the ability of a Successful Bidder to provide adequate assurance of future performance with respect to any Assigned Contract, your objection must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Rules, and any order governing the administration of these chapter 11 cases; (iii) state with

specificity the nature of the objection; and (iv) be filed with the Court and served and **actually received no later than December 6, 2023, at 4:00 p.m. (prevailing Eastern Time)** (the **“Post-Auction Objection Deadline”**).

PLEASE TAKE FURTHER NOTICE that if no objection to (a) the cure amounts(s), (b) the proposed assignment and assumption of any Assigned Contract, or (c) adequate assurance of a Successful Bidder’s ability to perform is filed by the Assumption and Assignment Objection Deadline, then (i) you will be deemed to have stipulated that the Cure Amounts as determined by the Debtors are correct, (ii) you will be forever barred, estopped, and enjoined from asserting any additional cure amount under the proposed Assigned Contract, and (iii) you will be forever barred, estopped, and enjoined from objecting to such proposed assignment to a Successful Bidder on the grounds that such Successful Bidder has not provided adequate assurance of future performance as of the closing date of the Sale Transaction.

PLEASE TAKE FURTHER NOTICE that any objection to the proposed assumption and assignment of an Assigned Contract or related Cure Amounts in connection with the Successful Bid that otherwise complies with these procedures yet remains unresolved as of the commencement of the Sale Hearing, shall be heard at a later date as may be fixed by the Court.

PLEASE THAT FURTHER NOTICE that, notwithstanding anything herein, the mere listing of any Assigned Contract on the Assumption and Assignment Notice does not require or guarantee that such Assigned Contract will be assumed by the Debtors at any time or assumed and assigned, and all rights of the Debtors and the Successful Bidder with respect to such executory contracts and/or unexpired leases are reserved. Moreover, the Debtors explicitly reserve their rights, in their reasonable discretion, to seek to reject or assume each Assigned Contract pursuant to section 365(a) of the Bankruptcy Code and in accordance with the procedures allowing the Debtors and/or a Successful Bidder, as applicable, to designate any Assigned Contract as either rejected or assumed on a post-closing basis.

PLEASE TAKE FURTHER NOTICE that, nothing herein (i) alters in any way the prepetition nature of the Assigned Contracts or the validity, priority, or amount of any claims of a counterparty to any Assigned Contract against the Debtors that may arise under such Assigned Contract, (ii) creates a postpetition contract or agreement, or (iii) elevates to administrative expense priority any claims of a counterparty to any Assigned Contract against the Debtors that may arise under such Assigned Contract.

PLEASE TAKE FURTHER NOTICE that you may obtain additional information concerning the above-captioned chapter 11 cases at the website maintained in these chapter 11 cases at <https://cases.stretto.com/primawawona>.

Dated: November 17, 2023
Wilmington, Delaware

/s/ Andrew A. Mark

Joseph Barry (Del. Bar No. 4221)
Kenneth J. Enos (Del. Bar No. 4544)
Andrew A. Mark (Del. Bar No. 6861)
YOUNG CONAWAY STARGATT & TAYLOR, LLP
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253
Email: jbarry@ycst.com
kenos@ycst.com
amark@ycst.com

-and-

Ryan Blaine Bennett, P.C. (*pro hac vice* pending)
Whitney C. Fogelberg (*pro hac vice* pending)
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
300 North LaSalle Street
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
Email: ryan.bennett@kirkland.com
whitney.fogelberg@kirkland.com

Proposed Co-Counsel for the Debtors and Debtors in Possession

Exhibit A

Potentially Assumed Contracts⁴

⁴ The inclusion of a contrary, lease, or agreement on this list does not constitute an admission as to the executory or non-executory nature of such contract, lease, or agreement, or as to the existence or validity of any claims held by the counterparty or counterparties to such contract, lease, or agreement. The Debtors reserve all rights with respect to assumption or rejection of any contract, lease, or agreement included on this list.

MVK FarmCo LLC, et al.

[SCHEDULE OF POTENTIALLY ASSUMED CONTRACTS]

Debtor Party to Contract	Counterparty	Counterparty Address	Contract Title	Estimated Cure Amount
WAWONA PACKING CO, LLC	ALLY FINANCIAL	PO BOX 380902 BLOOMINGTON MN 55438	CROSS DEFAULT, CROSS COLLATERIZATION AND GUARANTY AGREEMENT	5,646
WAWONA PACKING CO, LLC	ANJOR RANCHES LLC	C/O RICHARD JORDAN, N. KITTYHAWK, SANGER CA 93657	LEASE OF REAL PROPERTY	-
WAWONA PACKING CO, LLC	BRIFO LAND LLC	C/O AG PARTNERS CAPITAL, ATTN CORTLAND BARNES, 2679 WEST MAIN STREET, SUITE 346 LITTLETON CO 80120	AGRICULTURAL LEASE	2,785,533
PRIMA WAWONA	CALTRONICS BUSINESS SYSTEMS	1801 W OLYMPIC BLVD, FILE 2388 □ PASADENA CA 91199-2388□	COPIER LEASE - CALTRONICS BUSINESS SYSTEMS COPIERS	1,862
PRIMA WAWONA	CALTRONICS BUSINESS SYSTEMS	1801 W OLYMPIC BLVD, FILE 2388 □ PASADENA CA 91199-2388□	COPIER LEASE - DSD, 2500 SHEET LLC & POWER TAMER. MODEL NUMBER KON-C368 SERIAL # A7PU017205894 (BIZHUB C368)	1,862
PRIMA WAWONA	CALTRONICS BUSINESS SYSTEMS	1801 W OLYMPIC BLVD, FILE 2388 □ PASADENA CA 91199-2388□	COPIER LEASE - PLANT 3 COPIER	1,862
WAWONA PACKING CO LLC	CENTRAL AVE ORCHARDS, LLC	C/O AG PARTNERS CAPITAL, ATTN: CORTLAND BARNES, 2679 WEST MAIN STREET, SUITE 346 LITTLETON CO 80120	AGRICULTURAL LEASE	-
PRIMA WAWONA	CIT	PO BOX 100706□ PASADENA CA 91189-0706□	COPIER LEASE - CIT - KONICA MINOLTA MODEL 958 (#1) & KONICA MINOLTA MODEL 958 (#2)	-
WAWONA PACKING CO, LLC	DARREL E. AND LILA M. GOLBEK FAMILY TRUST	40494 ROAD 36, DINUBA CA 93618	LEASE OF REAL PROPERTY GOLBEK RANCH	-
WAWONA PACKING CO, LLC	DARREL E. AND LILA M. GOLBEK FAMILY TRUST	40494 ROAD 36, DINUBA CA 93618	LEASE OF REAL PROPERTY GOLBEK RANCH	-
PRIMA WAWONA	DE LAGE LANDEN FINANCIAL SERVICES, INC.	PO BOX 41602 PHILADELPHIA PA 19101-1602	COPIER LEASE - HP COLOR JET E67660Z (1) - TULARE	-
PRIMA WAWONA	DE LAGE LANDEN FINANCIAL SERVICES, INC.	PO BOX 41602 PHILADELPHIA PA 19101-1602	COPIER LEASE - KONICA C368 & 368 (2)- FRESNO	-
PRIMA WAWONA	DE LAGE LANDEN FINANCIAL SERVICES, INC.	PO BOX 41602 PHILADELPHIA PA 19101-1602	COPIER LEASE - KONICA MINOLTA 368 - 3135 S REED AVE SANGER	-
WAWONA PACKING CO, LLC	DENKEN FARMS	8570 S CEDAR AVE FRESNO CA 93725	FIRST AMENDMENT TO AGRICULTURAL LEASE	-
WAWONA PACKING CO, LLC	DENKEN FARMS	8570 S CEDAR AVE FRESNO CA 93725	SECOND AMENDMENT TO AGRICULTURAL LEASE	-
WAWONA PACKING COMPANY, LLC	FIRST NATIONAL CAPITAL, LLC	38 DISCOVERY, SUITE 150, IRVINE CA 92618	EQUIPMENT SCHEDULE NO. 01	-
WAWONA PACKING COMPANY, LLC	FIRST NATIONAL CAPITAL, LLC	38 DISCOVERY, SUITE 150, IRVINE CA 92618	MASTER EQUIPMENT LEASE AGREEMENT NO. 22028	-
WAWONA PACKING COMPANY, LLC	GAR BENNETT, LLC	PO BOX 31001-3026 PASADENA CA 91110-3026	STRATEGIC PARTNERSHIP AGREEMENT	-
MVK FARMCO LLC	GEORGE NIKOLICH CONSULTING INC	1567 E GRANADA AVE FRESNO CA 93720	CONSULTING AGREEMENT	-
WAWONA PACKING CO, LLC	GONZALO ARREOLA-CRUZ	12056 AVENUE 408, CUTLER CA 93615	LEASE	-
WAWONA PACKING COMPANY, LLC	HAPPY VALLEY USA III LLC	1 EMBARCADERO CENTER, SUITE 3860 SAN FRANCISCO, CA, 94111	AGRICULTURAL LEASE	-
WAWONA PACKING CO, LLC	HARRISON FAMILY TRUST OF 1999	2018 PRINCETON CT., VISALIA CA 93292	LEASE OF REAL PROPERTY	-
WAWONA PACKING CO, LLC	IFCO SYSTEMS US LLC	ATTN: CHIEF FINANCIAL OFFICER, 2020 N. ROCKY POINT DR W, SUITE 300 TAMPA FL 33607	MASTER RENTAL AGREEMENT	292,558
PRIMA WAWONA	IGPS LOGISTICS LLC	315 EAST ROBINSON STREET, SUITE 520 ORLANDO FL 32801	AMENDMENT NO.1 TO THE RENTAL AGREEMENT	32,542
PRIMA WAWONA	IGPS LOGISTICS LLC	315 EAST ROBINSON STREET, SUITE 520 ORLANDO FL 32801	IGPS RENTAL AGREEMENT	-
WAWONA PACKING CO, LLC	JOSEPH BORGES	2073 E. KAMM AVE, KINGSBURG CA 93631	SUBLEASE AGREEMENT	-
WAWONA PACKING COMPANY, LLC	JOYCE E. SWARD	5117 W. STUART AVENUE, FRESNO CA 93722-3390	LEASE OF REAL PROPERTY	10,147
WAWONA PACKING CO, LLC	LINCOLN AVE FARM LLC	ATTN: WENDI KNAPKE, 1318 DALE STREET, RALEIGH NC 27605	FARM LEASE	-
WAWONA PACKING CO, LLC	MCK ENTERPRISES LLC	5174 MCGINNIS FERRY RD ALPHARETTA, GA, 30005-1792	MASTER PURCHASE AGREEMENT	-
PRIMA WAWONA	M-D VENTURES	933 G STREET□ REEDLEY CA 93654-2626□	BUILDING LEASE - 975 I STREET REEDLEY, CA 93654	1,678
WAWONA PACKING COMPANY, LLC	MITTRY FARMS, INC.	PO BOX 338, SULTANA CA 93666	LEASE AGREEMENT BETWEEN MITTRY FARMS, INC. AND WAWONA PACKING CO. LLC	-
PRIMA WAWONA	OZONE INTERNATIONAL FINANCIAL	PO BOX 749642□ LOS ANGELES CA 90074□	EQUIPMENT LEASE - GENERATING SYSTEM, MIXING SYSTEM, POWER TRANSFORMER, INCOMING WATER FILTERS	-
WAWONA PACKING CO, LLC	PALMBROOK INVESTMENTS, LLC	C/O ARC PROPERTIES, INC., 5250 N. PALM AVENUE, SUITE 222 FRESNO CA 93704	FIRST AMENDMENT TO LEASE	-
WAWONA PACKING CO, LLC	PALMBROOK INVESTMENTS, LLC	C/O ARC PROPERTIES, INC., 5250 N. PALM AVENUE, SUITE 222 FRESNO CA 93704	OFFICE BUILDING LEASE - PALM AVE, FRESNO, CA	-
WAWONA PACKING CO, LLC DBA PRIMA WAWONA	PERIMETER SALES & MARKETING	ATTN: BRAD MARTIN, PRESIDENT & CEO, 1200 N. VAN BUREN STREET, STE H, ANAHEIM HILLS CA 92807	PRINCIPAL/BROKER AGREEMENT	-
PRIMA WAWONA	PICKTRACE	500 N. BRAND BLVD., SUITE 2000, OFFICE 35, GLENDALE CA 91203	MANAGED HARDWARE AGREEMENT	-
WAWONA PACKING CO, LLC	RALFEIA ALVES HALL, TRUSTEE	38112 ROAD 40, KINGSBURG CA 93631	AGRICULTURAL LEASE	6,623
WAWONA PACKING CO, LLC	RODGER C. PERRY AND JACALYN R. PERRY, TRUSTEES OF THE PERRY FAMILY REVOCABLE LIVING TRUST DATED JULY 1, 2009	ATTN: RODGER C. PERRY, 2221 ERLING WAY, KINGSBURG CA 93631	AGRICULTURAL LEASE AGREEMENT	-
WAWONA PACKING CO, LLC	ROEL AND MINERVA GONZALEZ	11540 AVENUE 416 OROSI CA 93647	FARM LEASE	-
WAWONA PACKING CO, LLC	ROGER ALLEN WARKENTIN AND NORMA J. WARKENTIN, TRUSTEES OF THE WARKENTIN LIVING TRUST	40575 ROAD 48, DINUBA CA 93618	WARKENTIN/WAWONA PACKING AGRICULTURAL LEASE	-
WAWONA PACKING COMPANY, LLC	RONALD AND LORETTA SNEDEGAR	38875 ROAD 34, KINGSBURG CA 93631	LEASE OF REAL PROPERTY	-
PRIMA WAWONA	SINCLAIR SYSTEMS INTERNATIONAL, LLC	3115 S. WILLOW AVENUE, FRESNO CA 93725	SINCLAIR AGREEMENT ADDENDUM	-
GERAWAN FARMING	SINCLAIR SYSTEMS INTERNATIONAL, LLC	3115 S. WILLOW, FRESNO CA 93725	SINCLAIR LABELING AGREEMENT	149,775

